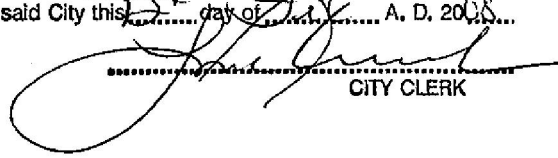


BILL NO. 16 2008

AN ORDINANCE

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 11th day of Jul, A. D. 2008. Witness my hand and seal of the said City this 12th day of Jul, A. D. 2008.


CITY CLERK

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF READING BY ADDING TO CHAPTER 10 - HEALTH AND SAFETY THE HEALTH AND SAFETY INSPECTION ORDINANCE AND REQUIRING THE INSPECTION OF ALL RESIDENTIAL AND MIXED COMMERCIAL AND RESIDENTIAL PROPERTIES WITHIN THE CITY OF READING AFTER ANY SALE OR TRANSFER OF THE PROPERTY.

WHEREAS, substandard and deteriorated properties have had a detrimental effect upon the safety and stability of City neighborhoods, creating environmentally undesirable and detrimental conditions that risks the health, safety and well being of City residents and neighboring communities; and

WHEREAS, improving the safety and stability of all City neighborhoods through periodic inspection of all residential and mixed commercial and residential properties, in the City to ensure that such premises conform to standards of Health and Safety for habitation of the properties; and

WHEREAS, inspection of all residential and mixed commercial and residential properties, in the City as established by this ordinance, will protect occupants from dangerous and substandard environments and will create neighborhood stability that will improve the quality of life and a desirable community for all people who live and work in the City of Reading.

THEREFORE THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending the Codified Ordinances of the City of Reading by adding to Chapter 10 - Health and Safety the Health and Safety Inspection Ordinance which requires the inspection of all residential and mixed residential and commercial properties, as attached in Exhibit A.

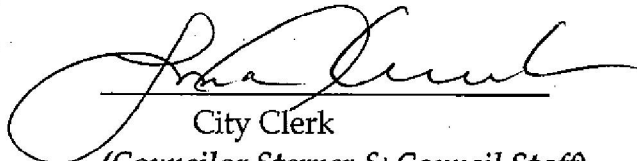
SECTION 2. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted

2008

President of Council

Attest:


City Clerk
(Councilor Sterner & Council Staff)

Submitted to Mayor:

Date: 2.12.08

Received by the Mayor's Office:

Date: 2.12.08

Approved by Mayor:

Date: 2/12/08

Vetoed by Mayor:

Date: _____

EXHIBIT A

PART 12 HEALTH AND SAFETY INSPECTION ORDINANCE

§10-1200. Declaration of Purpose. The City Council finds that the establishment of a periodic inspection program for all City residential and mixed residential / commercial properties, residential, is necessary to protect the public health, safety, and welfare by ensuring the proper maintenance of all City buildings, by identifying and requiring correction of substandard conditions, and by preventing conditions of deterioration and blight that could adversely affect economic conditions and the quality of life in the Reading.

§10-1201. Definitions.

AGENT - any person who for monetary or other consideration aids a seller in the sale of property. Whenever used in any clause prescribing or imposing a penalty, the term "agent," as applied to partnerships and associations, shall mean the partners or members thereof and, as applied to corporations, the officers thereof. Liability shall be limited to failure to notify the seller of the obligations imposed by this Part.

AGREEMENT - written agreement or written instrument executed by the buyer at time of transfer of the property which provides the City with the ability to perform a Health and Safety Inspection.

BUYER - an individual who acquires legal or equitable title pursuant to an agreement of sale.

CERTIFICATE OF OCCUPANCY – the certificate issued by the City of Reading to the owner of a building indicating that the building or property is authorized and appropriate to be utilized for the existing use.

CITY INSPECTOR - an employee or contractor engaged by the City of Reading to do, among other things, health and safety inspections.

CODE COMPLIANT LETTER – a letter or document issued by the City of Reading Codes Enforcement Division upon finding and stating compliance with the applicable City of Reading Codified Ordinances following performance of an inspection.

CODES OFFICE - City of Reading Codes Enforcement Division.

CORRECTIVE DIRECTION or ORDER- a written notice issued by the Codes Enforcement Division directing any repair or remediation, corrective or other action relating to any deficiencies as set forth in a report which may include a time frame within which any such action must be taken.

DAYS – calculation of days in this Ordinance shall be by calendar days unless otherwise noted in this Ordinance. If the expiration of the days is on a Saturday, Sunday or Holiday, the deadline shall be extended until the next business day.

DEFICIENCIES - those items indicated on a health and safety inspection report which require repair, remediation or corrective action and/or are hazardous conditions.

DWELLING UNIT or UNIT - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

HEALTH AND SAFETY COMPLIANCE LETTER – A letter, correspondence or document issued by the City of Reading Codes Enforcement Division stating that the requirements of this Ordinance and the minimum habitability requirements set forth herein have been satisfied and any founded deficiencies have been corrected.

HEALTH AND SAFETY INSPECTION - an inspection to determine the condition of a property in accordance with such standards of minimum habitability and safety as shall be determined by the Codes Enforcement Division.

HEALTH AND SAFETY INSPECTION REPORT - a report issued by a City Inspector setting forth the results of a Health and Safety Inspection which shall include the designation of such conditions as shall require repair or remediation and any hazardous conditions for the current use of the property.

INDIVIDUAL - Any person, partnership, association, corporation or other entity.

INSPECTION REQUEST- A request for performance of a Health and Safety Inspection other than an agreement submitted by a buyer at the time of transfer of the property.

MIXED COMMERCIAL / RESIDENTIAL PROPERTY – A property, building or structure in which part is used for residential purposes, living, and another part is utilized for commercial purposes. Also referred to as Mixed Residential / Commercial Property or Mixed Use – Commercial / Residential or Mixed Use – Residential / Commercial.

MULTI-UNIT DWELLING - A building arranged, designed, and intended to provide two (2) or more dwelling units. Individual dwelling units may share party walls with other units and either have common outside access areas or have individual outside access areas. Types of such buildings shall include, but shall not be limited to, townhouses, apartments, and/or condominiums.

PROPERTY – all residential and mixed residential / commercial buildings, structures or property within the City of Reading, any and all building or other improvement(s) and the land on which the buildings and improvements are situated. .

REHAB PLAN – a plan submitted to the Codes Enforcement Division outlining the strategy and work including time frames to cure, correct, abate or remediate deficiencies identified in the Health and Safety Inspection Report in the dwelling unit beyond the

time period provided for in the Report and requesting an extension of time to cure such deficiencies.

REPORT ACKNOWLEDGEMENT - a written document acknowledging receipt of the Health and Safety Inspection Report and responsibility to correct any deficiencies set forth in the report.

ROOM or ROOMING UNIT - Any room, area or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes or independent living

ROOMING HOUSE - a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one or two family dwelling, excluding hotels and motels.

SALE - the transfer of any legal or equitable interest in or title to property, including exchanges of properties

SELLER - the owner of the property that will be transferred or sold.

SETTLEMENT - the culmination of a particular transaction involving real property which results in the transfer or conveyance of a property from one party to another.

SINGLE FAMILY DWELLING - a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. A single unit may be incorporated within a series of row homes sharing a common fire wall. Types of such buildings shall also include mobile and modular units.

§10-1202. Health and Safety Inspection Required.

A Health and Safety Inspection shall be completed in accordance with the provisions of this Part within six (6) months of the settlement or transfer of any residential or mixed residential / commercial real estate property within the City of Reading, except solely where the sale occurs within six (6) months of the date of issuance of a Health and Safety Compliance letter.

§10-1203 Inspection Procedure

1A. At settlement or at time of transfer of the property the buyer shall sign an agreement on a form prepared and provided (available) by the City of Reading Codes Enforcement Division that will initiate the inspection of the residential or mixed commercial / residential property. It shall be the responsibility of the buyer to ensure that a copy of this agreement is mailed to the City of Reading Codes Enforcement Division.

1B. A seller may request the performance of a Health and Safety Inspection prior to, as part of or during the selling of his residential or mixed commercial / residential

property. To commence a Health and Safety Inspection prior to settlement or transfer of property, the seller should submit a request to the City of Reading Codes Enforcement Division on a form prepared and provided by the Codes Enforcement Division.

2. The Codes Enforcement Division shall, within fifteen (15) business days from the receipt of the agreement or inspection request from the property owner, schedule an inspection of the residential or mixed commercial / residential real estate property. The inspection shall be performed no later than thirty (30) days from receipt of the agreement or inspection request:

3. An inspection of the property shall be performed to determine compliance with minimum standards and requirements as listed below; however, these minimum standards shall not be limited to other significant safety hazards that may be identified by the inspector during the inspection:

- Each dwelling unit must have an operational (working) smoke detector installed in all common areas, including the basement, every designated bedroom and every finished attic space as required by the City of Reading Codified Ordinances;
- An existing acceptable 60 ampere service, or a minimum 100 ampere three (3) wire electric service, must be installed for the dwelling;
- All kitchen countertop receptacles and bathroom receptacles must be ground fault circuit interrupter protected;
- No basement or cellar may be used for habitable bedroom units except by authorization, approval or variance of the City;
- All properties must be supplied with clearly identifiable numbers (minimum of three (3) inches tall) outside the property, in clear view of the street, designating the street number of the property;
- No illegal sewer/water connections, as defined under the applicable City policies;
- The property must be free from peeling or chipped paint
- The property must be free from infestation of insects or vermin.
- The property must have the proper permits, licenses and zoning approvals if being used for anything other than single family owner occupied purposes.
- The property must have a sufficient number of storage containers for solid waste

- Complies w/ Roommate Housing Ordinance or has previously obtained approval and registered as a non-conforming use from said requirement.
- Proof of property insurance or copy of denial letter from qualified insurance company
- Rental properties have off-street parking required by the Zoning Ordinance or have obtained variance from the Zoning Hearing Board
- Proof of a valid contract with a trash hauler licensed by the state for trash removal / collection from the property address including the name, address and telephone number of the trash hauler.
Alternatively, proof of participation of the dwelling unit or rooming unit on the City of Reading trash collection program.
- Operational plumbing (e.g., bathroom and kitchen facilities)
- Working heating / mechanical equipment.

The inspector performing the inspection has the right to request assistance from another inspector of the City of Reading including but not limited to a Property Maintenance Inspector or a Trades Inspector. In evaluating the inspection, the inspector has the right to review records of other City Departments or Divisions

§10-1204. Fees.

1. Residential properties: The fee for a health and safety inspection by a Codes Enforcement Inspector at a residential structure shall be \$150. An additional fee of Fifty Dollars (\$50.00) shall be charged per dwelling unit for each dwelling unit in excess of three (3) dwelling units up to and including twenty-one (21) dwelling units. A fee of Fifteen Dollars (\$15.00) shall be charged per each room or rooming unit in excess of eight (8) rooms or rooming units up to an amount determined by the Codes Enforcement Division to qualify as a commercial structure and governed by the applicable ordinances. Any additional fee for inspection of a dwelling, property, structure or building that is combined dwelling units and rooms or rooming units shall be determined by the Codes Enforcement Division in accord with the fees set forth herein. The buyer or person requesting the inspection shall be responsible for any other associated administrative fees and costs

2. Mixed Residential/Commercial properties: The fee for a health and safety inspection by a Codes Enforcement Inspector at a commercial structure shall be: \$150 for up to 2,000 square feet of commercial space to be inspected and \$50 for

each additional 1,000 square feet of space, in addition to the \$150 fee for a residential property, up to three (3) units. Additional fees for inspection of residential units shall be billed as set forth in Paragraph 1 above.

2. Recheck or Reinspection - An additional \$250 fee will be charged for more than one scheduled recheck or reinspection at all properties.

3. Cancellation and Rescheduling of Inspection - If the buyer or owner or their representative cannot be available on the date and time of the inspection, including recheck or reinspection, said person shall notify the Codes Enforcement Division in writing of their inability to attend the scheduled inspection in a manner, including mail, facsimile or electronic mail (email), that such notice is received by the Codes Enforcement Division no less than twenty-four (24) hours prior to the scheduled date and time of the inspection. Upon failure to give such written notice or upon failure to gain entry, an administrative fee of Fifty Dollars (\$ 50.00) will be assessed against the buyer or owner failing to supply written notice or appear. For each rescheduling beyond the second rescheduling an administrative fee of One Hundred Dollars (\$100.00) shall be assessed in all cases. Any rescheduling of an inspection requires performance of the inspection within six (6) months of the settlement of transfer of property.

3. All associated fees shall be paid to the Codes Enforcement Division prior to the scheduled time of the inspection. Non-payment shall not preclude performance of an inspection or recheck. In the event of non-payment, the City reserves the right to bill the buyer or person requesting the inspection and thereafter initiate the appropriate legal action if the bill is not paid. Notwithstanding the foregoing, buyer and seller shall not be prohibited from privately agreeing that buyer will reimburse seller for such fees.

§10-1205 Inspection Report

- A. Report. Upon the completion of a Health and Safety Inspection, a Report setting forth the deficiencies founded during the inspection shall be prepared. The Report shall at a minimum state the following:
1. Address of the Property Inspected
 2. Date of Inspection
 3. Name, Position (buyer or owner) and Address of Person requesting inspection.
 4. Deficiencies Found per requirements of this Ordinance. If no deficiencies are found per this Ordinance it shall be so indicated.

5. Time to Cure Deficiencies.
 6. Directive to Cure Deficiencies.
 7. Right to Appeal.
 8. Date of Reinspection.
 9. Right to File a Rehabilitation Plan.
 10. Name, Signature and Contact Information for Inspector performing the inspection.
- B. Service. A copy of the report shall be delivered personally if the buyer or person requesting the inspection is present at the time of inspection with the inspector noting such delivery on the Report. If the buyer or person requesting the inspection is not present at the time of the inspection, the Report shall be mailed by certified mail, return receipt requested, to the buyer or in the event an inspection is requested prior to transfer of the property to the owner requesting the inspection. A copy of this report shall also be filed in the Codes Enforcement Division.
- C. Validity. A Health and Safety Inspection Report shall be valid for a period of six (6) months. If deficiencies or violations are not corrected within six (6) months of the original inspection, a subsequent inspection may be required to ensure no additional violations or deficiencies have occurred since the initial inspection.

§10-1206 Report Findings

- A. Findings of Deficiencies or Violations. If deficiencies or violations of the requirements of this Ordinance are discovered, they shall be set forth on a Health and Safety Inspection Report. Upon findings of deficiencies or violations of this Ordinance are found, a reinspection of the property shall be scheduled to be performed upon expiration of the time period provided for on the Report to cure, correct or abate the violations. Findings of correction of the deficiencies or violations at the time of the reinspection, shall result in the issuance of a Health and Safety Compliance Letter. If the deficiencies or violations are not corrected at the time of the reinspection the buyer or owner requesting the inspection, may submit a Rehabilitation Plan as provided for herein to the City of Reading Codes Enforcement Division. Failure to cure, correct or abate the deficiencies or violations per the submitted and Rehabilitation Plan, subject to penalties and potential condemnation of the property.

- B. No Deficiencies Found. If no deficiencies or violations per this Ordinance are discovered during the Health and Safety Inspection, a Health and Safety Compliance Letter shall be issued by the City of Reading Codes Enforcement Division as stated herein.
- C. Condemnation. Nothing in this Part or Ordinance, shall preclude an Inspector from placarding or condemning a property as unfit for human habitation pursuant to City of Reading Codified Ordinances, if it is determined that the property is unfit for human habitation.
- D. Appeals. If a person disagrees with findings in an Inspection Report, they may appeal said findings by requesting a hearing in writing within five (5) days of receipt of the Report addressed to the Manager of Codes Enforcement Division, Rm 1-30 City Hall, 815 Washington Street, Reading, PA 19601.

§10-1207 Rehabilitation Plan.

- A. Plan. A buyer or owner, person requesting inspection, may, in the event they deem they cannot meet the time frames to correct any violations as set forth Health and Safety Inspection Report request in writing from the Codes Enforcement Division a one time extension of the time provided in the Report to cure, correct, abate or remediate deficiencies or violations found during the Health and Safety Inspection. Such request shall specify the reasons for such request(s) and the suggested time frames for such correction(s) or remediation.
- B. Timing. A Rehabilitation Plan shall be submitted in a timely manner to be received by the Codes Enforcement Division within fourteen (14) calendar days after Reinspection of the property. The Codes Enforcement Division shall issue notification of the acceptance or rejection as provided for in this section, to the person requesting the inspection within fourteen (14) calendar days of receipt of the Rehabilitation Plan.

- C. Acceptance of Rehabilitation Plan. If the City of Reading Codes Enforcement Division accepts the Rehabilitation Plan, it shall so notify the buyer or owner, if requesting inspection, that the plan as submitted is accepted and said person is bound by the time periods set forth in the Rehabilitation Plan. The Codes Enforcement Division shall further reschedule the reinspection date of the property to a time after the expiration of the extension period requested in the Rehabilitation Plan. Nothing in this section, shall preclude the City of Reading Codes Enforcement Division from inspecting the property to ensure compliance with the Rehabilitation Plan.
- D. Rejection of Rehabilitation Plan. If not the Rehabilitation Plan is not accepted by the Codes Enforcement Division, the buyer or owner, person requesting inspection, shall be so notified as required herein. The work, curing, abatement, remediation and correction of the deficiencies set forth in the Inspection Report shall be completed within the time frame set forth in the correction directive in the Report.

§10-1208 Health and Safety Compliance Letter

- A. Issuance. Upon determination by Inspector of no findings of violations or deficiencies of this Part, a Health and Safety Compliance Letter shall be prepared and issued to the buyer or owner, person requesting the inspection. The Letter shall be served upon the person requesting the inspection via first class mail and a copy shall be placed in the file in the Codes Enforcement Division. The Health and Safety Compliance Letter shall state that as of the date of issuance of the Letter the property complied with this Ordinance. The Letter shall not be meant to be nor interpreted that the property is in compliance with all City of Reading Codified Ordinances.
- B. Validity of Compliance Letter. A compliance letter issued per this Part shall be valid for a period of six (6) months from date of issuance. The date of issuance shall be the date set forth on the top of the letter issued by the Codes Enforcement Division.
- C. Request for Extension. The person requesting an inspection may submit to the City of Reading Codes Enforcement Division in writing a request for an extension of time of the validity of the Health and Safety Compliance Letter.

1. Timing to Request Extension. A request for an extension of the validity of a Health and Safety Compliance Letter must be submitted in a manner to be received by the Codes Enforcement Division no later than fourteen (14) calendar days prior to the expiration, six (6) months after issuance, of the Health and Safety Compliance Letter.
 2. Requirements. A request for an extension of the Health and Safety Compliance Letter shall, at a minimum, set forth the reason for the request and the requested length of extension of validity of the Compliance Letter.
 3. Response. The City of Reading Codes Enforcement Division at its discretion may approve or reject a request for an extension of the time period for the validity of a Health and Safety Compliance Letter. The Codes Enforcement Division shall notify the person requesting the extension of its decision to accept or reject their request within fourteen (14) calendar days of receipt of request as evident by the time stamp of the City of Reading Codes Enforcement Division acknowledging receipt. Said notice shall be mailed via first class mail to the person requesting the extension. If the request is rejected, an inspection must be requested and performed as required by this Ordinance upon expiration of the validity of the Compliance Letter if necessary to comply with this Ordinance.
- D. Code Compliance Letter. If a property being sold is a rental unit which has undergone a full rental inspection per the City of Reading Codified Ordinances within six (6) months of transfer of the property and a letter has been issued by the City of Reading Codes Enforcement Division stating that the property is Code Compliant, a property is not required to undergo a Health and Safety Inspection. The buyer may request a Health and Safety Compliance Letter based on the Code Compliance Letter.

§10-1208 Certificate of Occupancy. Upon receipt of Health and Safety Compliance Letter, an owner, including a buyer subsequent to transfer, may request from the Codes Enforcement Division a Certificate of Occupancy. Said Certificate of Occupancy shall state the authorized use of said property and that it meets the minimum requirements for such use.

§10-1209 Permits. If permits are required to perform work to cure, correct, abate or remediate any deficiencies or violations noted on the Health and Safety Inspection Report, the buyer or owner, person requesting the inspection, shall be responsible to obtain or ensure obtaining of any and all permits required to perform such work.

§10-1210. Non Exclusive Inspection.

At any time after the receipt of the report, the Codes Enforcement Division may undertake such further actions or inspections as it deems appropriate consistent with the applicable Ordinances of the City of Reading including, but not limited to, a full inspection for any applicable codes compliance and/or the issuance of a correction directive based upon the report to repair or remediate or otherwise correct any deficiencies indicated in the report within such time as may be set forth in the correction directive.

Further, the performance of a Health and Safety Inspection shall not remove a property from the schedule of routine inspections of rental properties in the City of Reading as conducted per the City of Reading Property Maintenance Code. A Health and Safety Inspection shall also not preclude performance of an inspection by the Fire Prevention Division of the City of Reading Department of Fire and Rescue or Health Inspector of the City of Reading Code Enforcement Division as provided for in the City of Reading Codified Ordinances.

Nothing in this Part, shall preclude the performance of an inspection upon receipt of a complaint of violation of the City of Reading Codified Ordinances regarding the subject property.

§10-1211 Enforcement. This Part shall be enforced under the jurisdiction of the City Codes Enforcement Division. Enforcement is delegated to the Codes Enforcement Division.

§10-1212 Regulations and Forms. The Codes Enforcement Office is hereby authorized to establish regulations, consistent with the provisions of this Part, to prepare and distribute forms to implement this Part and to set such criteria and provide for the qualifications and training as to applicable City ordinances and regulations of certified inspectors and to do any and all other acts as are necessary to implement the terms of this Part.

§10-1213 Violations. Any person who shall violate a provision of this Ordinance, or who shall fail to comply with any of the requirements thereof or any amendments thereof shall be subject to a charge of summary offense and the fines set forth herein.

§10-1214 Penalties.

1. Failure to sign and submit an Agreement: \$500 and eviction from property if owner refuses to take corrective actions.
2. Failure to submit to an inspection: \$1000 and eviction from dwelling.
3. Failure to correct deficiencies per the Report and/or within the terms of the rehab plan: \$1000 and eviction from dwelling

§10-1215 Other Causes of Action.

Nothing in this section shall preclude the City of Reading Code Enforcement Official instituting the appropriate proceeding at law or in equity, to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

§10-1216 Liability of City/Buyer/Inspector.

1. The issuance of a review report is not in any way a representation or guarantee by the City or the City Inspector that the property is without violations or in compliance with the applicable ordinances and codes. Any such review shall not be deemed a "codes" inspection" and is intended solely for the use of the City and is not intended to replace or supplement any private inspection of the condition of the property as may be deemed desirable by the property owner or other entities.
2. Neither the enactment of this Part nor the preparation and delivery of any document pursuant hereto shall impose any liability upon the City inspector or any errors or omissions contained in any

report nor shall the City, City inspector bear any liability not otherwise imposed by law. The owner of any property shall remain wholly liable for compliance with the City's Property Maintenance Code, Trades Codes, the Zoning Ordinances and any and all other applicable ordinances of the City.

3. Nothing herein shall be deemed to prevent a buyer and seller from entering into an agreement between them that the seller will reimburse buyer for or undertake the cost of any necessary renovations or repairs to make the property compliant with the City Property Maintenance Code or other ordinances.